

SAN MATEO COUNTY AGREEMENT NO. **2560002R003**

THIS AGREEMENT, entered into this ___ day of _____ 2002 by and between the COUNTY OF SAN MATEO, hereinafter referred to as "County" and SWIFT ATTORNEY SERVICE, hereinafter referred to as "Contractor."

WITNESSETH

WHEREAS, pursuant to Government Code Section 53060 the County may contract with and employ persons for the furnishing of special services such as service of process; and

WHEREAS, the following attachments are attached hereto and incorporated by reference herein:

1. Exhibit A - Service Description and Payment Schedule

WHEREAS, it is necessary and desirable that the Contractor be engaged by the County for the purpose of performing services hereinafter described:

NOW, THEREFORE, IT IS HEREBY AGREED by the parties as follows:

1. Services to be Performed by Contractor.

In consideration of the payment hereinafter set forth, the Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibit "A" attached hereto for the COUNTY OF SAN MATEO, DEPARTMENT OF CHILD SUPPORT SERVICES. Contractor shall ensure compliance with all state, federal and local laws or rules applicable to performance of the work required under this contract.

2. Contract Term.

The term of this agreement shall be from **July 1, 2002 through June 30, 2003.**

3. Payments.

In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A", the County shall make payment to the Contractor in the manner specified in Exhibit "A". In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination. The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall total payment for services under this Agreement exceed **\$ 170,000.00**

4. Relationship of the Parties.

Contractor agrees and understands that the work/services performed under this Agreement are performed as an Independent Contractor and not as an employee of the County and that Contractor acquires none of the rights, privileges, powers or advantages of County employees.

5. Worker's Compensation and Employer Liability Insurance

The Contract shall have in effect, during the entire life of this Agreement, Worker's Compensation and Employer Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor makes the following certification, required by Section 1861 of the California Labor Code:

I am aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of this work of the Agreement.

6. Liability Insurance.

The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him while performing work covered by the Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all operations under this Agreement, whether such operations by himself or by any subcontractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than \$1,000,000 unless another amount is specified below and shows approval by the Risk Management Division of the Department of Employee and Public Services. The Contractor shall not commence work under this Agreement until all insurance required under this section has been obtained. The Contractor shall furnish Risk Management with Certificates of Insurance evidencing the required coverage and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. These Certificates shall specify or be endorsed to provide that thirty days notice must be given, in writing, to the Risk Manager of any pending change in the limits of liability or of non-renewal, cancellation, or modification of the policy.

Required insurance shall include:

- | | | |
|----|------------------------|-------------|
| 1. | Professional Liability | \$1,000,000 |
| 2. | Workers Compensation | Statutory |

The County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy and that if the County or its officers and employees have other insurance against a loss covered by such a policy, such other insurance shall be excess insurance only.

After three years from the date this agreement is first executed the County may, at its sole discretion, require an increase in the amount of liability insurance to the level then customary in similar County agreements by giving 60 days notice to the Contractor.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the County, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

7. Hold Harmless.

The Contractor shall indemnify and save harmless the County, its' officers, agents, employees and servants from all claims, suits or action of every name, kind and description, brought for, or on account of (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, or (C) by reason of any failure to withhold and/or pay to the government income and/or employment taxes from earnings under this contract as made necessary by Section 530 of the Revenue Act of 1978 including, but not limited to, the concurrent active or passive negligence of the County, its officers, agents, employees or servants, resulting from the performance of any work required of Contractor or payment made pursuant to this agreement, provided that this shall not apply to injuries or damage for which the County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of the Contractor to indemnify and save harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

8. Confidentiality

All data produced or compiled by Contractor shall be considered confidential unless it can be obtained as public record and shall not be shared with a third party without the prior written consent of County. All financial, statistical, personal, technical, and other data and information relating to the County's operations which is made available to the Contractor in order to carry out this Agreement shall be presumed to be confidential. Contractor shall protect said

data and information from unauthorized use and disclosure by the observance of the same or more effective procedures as the County requires of its own personnel. The Contractor shall not, however, be required by this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of the Agreement or is rightfully obtained from third parties.

9. Termination of Agreement

The County may, at any time from execution of Agreement, terminate this Agreement, in whole or in part, for the convenience of the County, by giving written notice specifying the effective date and scope of such termination. Termination shall be effective on a date not less than thirty days from notice. In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. In the event of termination, Contractor shall be paid for all work satisfactorily performed until termination, except where the contracting department determines the quality or quantity of the work performed is unacceptable. Such payment shall be that portion of the full payment, which is determined by comparing the work/services completed to the work/services required by the Agreement.

10. Payment of Permits/Licenses

It shall be the Contractor's responsibility to obtain any license, permit or approval required from any agency for work/services to be performed at his/her own expense, prior to commencement of said work/services or forfeit any right to compensation under this Agreement.

11. Non-Discrimination.

No person shall be excluded from participation in, denied benefits of, or be subject to discrimination under this Agreement on the basis of their race, color, religion, national origin, age, sex, sexual orientation marital status, pregnancy, childbirth or related conditions, medical condition, mental or physical disability or veteran's status. Contractor shall ensure full compliance with federal, state and local laws, directives and executive orders regarding non-discrimination for all employees and Subcontractors under this Agreement.

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to: I) termination of this Agreement; ii) disqualification of the contractor from bidding on or being awarded a County contract for a period of up to 3 years; iii) liquidated damages of \$2,500 per violation; iv) imposition of other appropriate

contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this paragraph, the County Manager shall have the authority to: I) examine Contractor's employment records with respect to compliance with this paragraph; ii) set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint and a description of the circumstances. Contractor shall provide County with a copy of its response to the Complaint when filed.

Equal Benefits

With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discrimination in the provisions of employee benefits between and employee with a domestic partner and an employee with a spouse.

12. Retention and Access to Records.

The County, the Federal grantor agency, the Comptroller General of the United States or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purpose of making audit, examination, excerpts and transcriptions.

Contractor shall maintain all records related to this Agreement for no less than three years after the County makes final payment or after termination of this contract and all other pending matters are closed.

13. Merger Clause.

This Agreement, including Exhibit "A" attached hereto and incorporated herein by reference, constitutes the sole agreement of the parties hereto and correctly states the rights, duties and obligations of each party as of the date of the document. Any prior agreement, promises, negotiations or representations between the parties not expressly stated in the document are not binding. All subsequent modifications shall be in writing and signed by the District Attorney or his designee. In the event of a conflict between the terms, conditions or specifications set forth herein and those in Exhibit "A" attached

hereto, the terms, conditions or specifications set forth herein shall prevail. This Agreement, or facsimile proposal of the Agreement, constitutes the entire Agreement between County and Contractor. Further, liability referenced to in Section 6 is limited to Contractor's negligence during the Contractor's performance under this contract.

14. Assignments and Subcontracts.

All assignees, subcontractors or consultants working under this Agreement for the Contractor shall be subject to the same terms and conditions applicable to the Contractor under the Agreement, and the Contractor shall be liable for the assignee's, subcontractor's or consultant's acts and/or omissions.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representative, have affixed their hands on the day and year first written above.

COUNTY OF SAN MATEO

By

PRESIDENT, BOARD OF SUPERVISORS

CONTRACTOR



FRANK KAUL
SWIFT ATTORNEY SERVICE

Gulf Insurance Company
125 Broad Street, New York, New York 10004
(888) 467-7767

(herein called "the Company")

Insurance Services Professionals Errors and Omissions Liability Insurance Policy
Claims Made and Reported

DECLARATIONS PAGE 1 of 2

NOTICE: THIS INSURANCE IS WRITTEN ON A CLAIMS MADE AND REPORTED BASIS AND PROVIDES COVERAGE FOR THOSE CLAIMS WHICH ARE FIRST MADE AND REPORTED TO THE COMPANY WHILE THIS INSURANCE IS IN FORCE AND WHICH ARE THE RESULT OF WRONGFUL ACTS COMMITTED ON OR SUBSEQUENT TO THE RETROACTIVE DATE SPECIFIED IN ITEM 4 OF THE DECLARATIONS. NO COVERAGE EXISTS FOR CLAIMS FIRST MADE AFTER THE END OF THE POLICY PERIOD UNLESS AND TO THE EXTENT AN EXTENDED REPORTING PERIOD APPLIES. CLAIM EXPENSES SHALL BE APPLIED AGAINST THE DEDUCTIBLE AMOUNT SPECIFIED IN ITEM 3 OF THE DECLARATIONS. PLEASE READ YOUR ENTIRE POLICY CAREFULLY.

Policy No. IG0644800

Renewal of No. IG0643313

IN RETURN FOR PAYMENT OF THE PREMIUM, THE COMPANY AGREES WITH THE NAMED INSURED TO PROVIDE INSURANCE UNDER THE PROVISIONS IN THIS POLICY.

Item 1. **Named Insured and Mailing Address:**

Frank L. Kaul
DBA Swift Attorney Service
500 Allerton Street
Suite 105
Redwood City, California 94063

Item 2. **Policy Period:** From November 6, 2001 To November 6, 2002
Effective Date Expiration Date
12:01 A.M., Standard Time at the Mailing Address stated in Item 1.

Item 3. **Limits of Liability for ISPP Errors and Omissions Liability:**

3a: Each Wrongful Act	\$	100,000
3b: Policy Aggregate	\$	300,000
3c: Deductible - Each Wrongful Act	\$	0

Limits of Liability for ISPP-General Liability:

3d: General Aggregate Limit	\$	Not Covered
3e: Products-Completed Operations Aggregate Limit	\$	Not Covered
3f: Advertising Injury Limit	\$	Not Covered
3g: Each Occurrence Limit	\$	Not Covered
3h: Fire Damage Limit	\$	Not Covered
3i: Deductible - Each Claim	\$	Not Covered

Item 4. **Retroactive Date:** November 6, 1985

Item 5. **Premium:** \$ 2,361.00
State Surcharge/Tax: \$Not Applicable

Gulf Insurance Company
 125 Broad Street; New York, New York 10004
 (888) 467-7767
 (herein called "the Company")

Insurance Services Professionals Errors and Omissions Liability Insurance Policy
Claims Made and Reported

DECLARATIONS PAGE 2 of 2

Named Insured : Frank L. Kaul

Policy No. : IG0644800

Item 6: Schedule of Professional Services insured:
 Attorney support services and process servicers.

Item 7: Form(s) and Endorsement(s) made a part of this policy at time of issue:
 Insurance Services Professionals Liability Errors & Omissions - ISP 45052
 No Endorsements

THIS DECLARATIONS PAGE, ALONG WITH YOUR SIGNED APPLICATION OR RENEWAL APPLICATION AND ALL OF THE PARTS OF THE POLICY LISTED IN ITEM 7 ABOVE COMPLETE THE POLICY.

Countersigned at Kansas City, Missouri

By

Authorized Representative

Date November 12, 2001



JUNE 05, 2002

Fire Policy Status

B Ph. (650)364-9612

KAUL, FRANK L (AN IND)
(DBA) SWIFT ATTORNEY SERVICE
PO BOX 5324
REDWOOD CITY CA 94063-0324

FIRE Policy: 97-NK-9311-7 F Yr issd: 1983
Xref:

Location: 500 ALLERTON ST STE 105
REDWOOD CITY CA

Term: 1 YR PP

Renew date: SEP-19-02

Type: WORKERS COMP
Coverage information
LOC BUILDING CONTS

Premium: 2,130.00
CA FRAUD 5.00
CA SURCHG 21.00

End act 09/19/01

Amount due:
Date due:
Bill to:

Prev prem: 0

Prev risk: 0 SFPP acct:0041-7180-02

Deductibles applied:NONE

Messages:



JUNE 03, 2002

AUTO POLICY STATUS

KAUL, FRANK
PO BOX 5324
REDWOOD CITY CA

94063-0324

MUTL 302 3295-C23-05M
2001 PONTIAC MONTANA
VAN
VIN: 1GMDX13E11D182890

B PHONE: (650) 364-9612

IRG: 16
ZIP: 94063
CLASS: 1B3FC1A2
ACC FREE: NOV-12-01
BIRTH: JUN-27-61

STATUS:SFPP
AMT DUE:SFPP

DUE DATE:

OXD:SEP-23-83

TERM DATE:NOV-13-01

COV DATE:DEC-07-01

TOT PREM:

644.64

PREV PREM:

603.48

A	100 /300 /50	241.68	U1	2.16
D100		64.92		
G200		286.80		
RI	50 /1200	33.60		
U	100 /300	15.48		

- SFPP ACCT: 0041-7180-02

AMT PAID: SFPP

DATE PAID: SFPP

GRP 12/07/01, CDR 1 407.36, MCD 132.39, LD 6 39.12,

ODM 37 12-00, MLD 68.04.

NAME: KAUL, FRANK

B PHONE: (650) 364-9612

REPLACED POLICY: 3023295-05L

POLICY FORM: 9805A

EXCEP. & END: FINANCED - 99708, V.A.U.L. TRUST (LEASE) PO BOX 650100
COCKEYSVILLE MD 21065-0100, LESSOR - V A U L TRUST 11350 MCCORMICK ROAD HUNT
VALLEY MD 21031, RESIDENCE - 500 ALLERTON ST. SUITE 105, REDWOOD CITY, CA
94063.

DRV	DT OF LIC	RL	NXT RL-DT	ACC/CONV DATE INFORMATION
MARIA	06/27/1977	1	SR-03/23/2008	A 10/24/01

REC CHG:

COV. S & Z NAMES S AMT Z



JUNE 03, 2002

Fire Policy Status

KAUL, FRANK L
 DBA SWIFT LEGAL SERVICES
 PO BOX 5324
 REDWOOD CITY CA 94063-0324

B Ph. (650)364-9612
 GENL Policy: 97-QD-1728-1 G Yr issd: 1983
 Xref: 05-69-6082-3 L

Location: 500 ALLERTON ST STE 105
 REDWOOD CITY CA 94063-1545

Term: CONT

Type: BUSINESS-OFFICE
 Coverage information

Renew date: JUN-01-03

Premium:

B-BUSN PROP 90400
 C-LOSS INC ACT LOSS

L-BUSN LIAB 500000
 GEN AGGREGT 1000000
 PCO AGGREGT 1000000
 - M-MED/PERSN 5000

Amount due:
 Date due:
 Bill to:

Prev prem:

Prev risk: 89,100

SFPP acct:0041-7180-02

Deductibles applied: 500 ALL PER OTHER DED MAY APPLY

Messages:

Year built: 1980
 Zone: 06
 Prot class: 3

Constr: FRAME



JUNE 03, 2002

Fire Policy Status

KAUL, FRANK
DBA SWIFT LEGAL SERVICES
PO BOX 5324
REDWOOD CITY CA 94063-0324

B Ph. (650)364-9612
GENL Policy: 97-B4-6055-2 G Yr issd: 1991
Xref: 97-NK-0517-6 WC
97-QD-1728-1 OF, 97-32-2988-3 OF

Type: COMM UMB LIAB
Coverage information
LIABILITY 1000000

Term: CONT

Renew date: APR-03-03

Premium:

Amount due:

Date due:

Bill to:

Prev prem:

Prev risk: 0 SFPP acct:0041-7180-02

Deductibles applied: DEDUCTIBLES MAY APPLY - SEE FILE

Messages:

Zone: 03

COUNTY OF SAN MATEO
AGREEMENT WITH INDEPENDENT CONTRACTOR

Agreement No.2560002R003
Exhibit "A"

Agreement between the County of San Mateo and SWIFT Attorney Services.

Use Additional Sheets as Necessary

I. Description of Services to be Performed by the Contractor and Fee Schedule

For the purpose of this proposal, the local service area includes San Mateo, San Francisco and Santa Clara counties. The non-local service area includes Alameda, Contra Costa, Los Angeles, San Diego, Sacramento and Stockton areas.

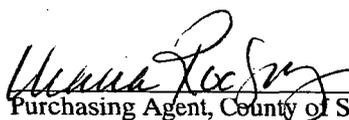
1. Documents to be served will be picked up daily from the Department of Child Support Services at 555 County Center, 2nd Floor, Redwood City, CA and twice a day if requested by the Department.
2. When given at least seven (7) calendar days notice, the Contractor will attempt to serve or subservice documents no later than 21 days prior to the court date.
3. The Department will attach to the documents to be served a "Work Order" referral which will provide the Contractor with the name and description (photo if available) of the individual or company to be served and the residence and/or business address where the documents are to be served. A court date will also be provided if the matter is scheduled for a hearing.
4. After receipt of documents to be served, Contractor will attempt service within five (5) business days for the local service area, seven (7) days for the non-local service area, and seven (7) days for out of state serves.
5. The Contractor will return completed proofs of service and in the case of subservice, declarations of due diligence to the Department within five (5) business days after the service, if the service is within the local service area. Local service area is defined as: San Mateo, San Francisco and Santa Clara counties. A ten percent (10%) discount will be assessed on each serve for which a completed proof of service is not received within five (5) business days after service. The ten percent (10%) discount will be applied to the cost for each respective serve that does not meet this guideline. A 24-hour grace period will be given after the required five (5) business days for the Contractor to return completed proofs of service. Department agrees to assess 10% discount within 60 days from receipt of documents.
6. If documents are not served, the Contractor will return the documents with court dates, after due diligence has been performed, no later than 5 days after attempted service and/or prior to the court date indicated on the referral, whichever comes first. If a court date is not indicated on the referral, the documents will be returned within 30 days of the date sent for service or by the date indicated on the referral.
7. Service of rush documents will be completed within two days and if the service is unsuccessful, the Contractor will notify the Department within the same two-day time frame.
8. The Contractor will provide the Department with an accurate description of the person served and the address where the service was accomplished. When service cannot be completed, the Contractor will return the documents and note on the referral slip why service was not completed at the address given by the Department.
9. The Contractor will respond within 24 hours to inquiries about the status of the service request from Department staff.
10. If service cannot be accomplished at the address provided, the server will attempt to obtain a forwarding address from the current residents, neighbors and apartment managers. The server will then attempt to make service at the new address. If additional locate research is needed to serve the documents, the Contractor will return the documents as soon as possible to the Department. The Department will perform further locate research and will issue another referral at the time new positive locate information has been found.
11. The Contractor will provide wage and levy writ service for San Mateo, Santa Clara, San Francisco and Alameda counties. This service will include opening a file with the Sheriff, service of the writ, mailing copies to the judgment debtor and returning the proof of service to the Sheriff within five (5) days.
12. If both the business and home addresses provided by the Department are not valid and no new address for service can be readily obtained through contacts made at the attempted service sites, the referral will be returned to the Department unserved.

Revised 7/01

13. The Contractor will be available to testify at any court hearing.
14. The Contractor agrees to furnish the Department with an itemized list of charges for each month. This listing must detail each service request being billed, the results of the request, the change associated with that request and shall reference LCSA CASE NUMBERS for each set of documents referred for service.
15. For a specified fee, the Contractor will provide same day service.
16. The Contractor will provide the Department with biweekly "Work in Progress" reports on all cases that have been referred for service. The status of these reports will detail the current status of all cases referred by the Department which are still in the Contractor's inventory or are included in the Contractor's current monthly invoice, and will include the case reference number, known as the LCSA CASE NUMBER and the date the case was received by the Contractor. The Department understands that Contractor will work with his software vendor to ensure this provision is met in a timely fashion.
17. The Contractor shall not perform services not listed on the bid form that are subject to fees or charges of more than \$65 per serve, without the approval of the Department's Program Services Manager or designated staff.
18. Contractor will not bill postage or mailing expense for process service to the County, all postage or mailing charges will be paid for directly by Contractor.
19. For special requests on specific serves, during non-regular service hours (between 6pm and 7am), a premium/additional charge may apply, but Contractor agrees to obtain authorization from the Department of Child Support Services Program Services Manager or designated staff prior to performing any work for which a premium charge is applicable. The Department will not pay for any premium charge for which prior authorization was not obtained by Contractor.
20. The County reserves the right to cancel the contract with 30 days notice if the County finds the quality of service unacceptable.
21. Prior to contract award and before providing services, the Contractor must sign a County Agreement and provide the required certificates of insurance which must be for \$1 million in general liability, \$1 million in automobile liability and Worker's Compensation coverage.

 _____ Contractor's Signature	6/6/02 _____ Date	_____ Contractor's Signature	_____ Date
--	-------------------------	---------------------------------	---------------

Contractor's Tax ID Number or Social Security Number: 569-25-2288

 _____ Purchasing Agent, County of San Mateo	6-6-02 _____ Date	 _____ Department or Division Head	6/7/02 _____ Date	25600 - 5831 Budget Unit 26000
--	-------------------------	--	-------------------------	--------------------------------------

San Mateo County
 Department of Child Support Services
 Process Service Fee Schedule

Contractor: SWIFT Attorney Service
 Contact: Frank Kaul
 Phone: (650) 364-9612

Fee Schedule for Process of Service

Local Counties	Service Fee	Not Found/Return	Locate/Rush
San Mateo	30.00	18.00	22.00
San Francisco	28.50	20.00	22.00
Santa Clara	28.50	20.00	22.00
Non-local Service Area			
Alameda	33.00	28.50	22.00
Contra Costa	33.00	28.50	22.00
Los Angeles	46.00	35.00	22.00
San Diego	46.00	45.00	22.00
Sacramento	42.00	35.00	22.00
Stockton	42.00	40.00	22.00

Fee schedule for Wage and Levy Writ Service

Local Counties	Service Fee	Locate/Rush
San Mateo	40.00	22.00
San Francisco	50.00	22.00
Santa Clara	40.00	22.00
Non-local Service Area		
Alameda	60.00	22.00
Contra Costa	70.00	22.00
Los Angeles	85.00	22.00
San Diego	85.00	22.00
Sacramento	75.00	22.00
Stockton	75.00	22.00

- Rural Area and Coastal Areas \$36.00